

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

THE NATIONAL FOOTBALL
LEAGUE CAPITAL
ACCUMULATION PLAN, and THE
NATIONAL FOOTBALL LEAGUE
CLUB EMPLOYEES PENSION
PLAN,

Hon. Robert H. Cleland

Case No.: 2:15-CV-13978

Plaintiffs,

v

GEORGIANNA SANDERS, and
DAVID LEVINE, as Trustee of the
Charles Sanders Revocable Trust,

Defendants.

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CONSENT JUDGMENT

Plaintiffs, The National Football League Capital Accumulation Plan (“CAP”), and The National Football League Club Employees Pension Plan (“CEPP”) (jointly referred to as the “Plans”) are employee pension benefit plans governed by the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001, et seq. (“ERISA”). The Plans owe certain death benefits arising out of the death of Charles Sanders, who was an employee of the Detroit Lions, Inc. football club and was a participant in the Plans, in connection with his employment. The Plans brought the instant interpleader action to determine the proper distribution of the benefits under the Plans because defendant David Levine as the Trustee of the Charles Sanders Revocable Trust (“Trust”) and defendant Georgianna Sanders (jointly referred to as “Defendants”), had asserted incompatible claims to the death benefits attributable to Mr. Sanders’ participation in the Plans.

Defendants have now reached an agreement regarding the distribution of the death benefits attributable to Mr. Sanders’ participation in the Plans, and the Plans have agreed to dismiss this action and pay benefits in accordance with an Order of this Court in exchange for the release provided below.

Therefore all parties stipulate to the entry of this Consent Judgment, and the Court being fully advised in the premises;

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IT IS HEREBY ORDERED as follows:

- A. That the CEPP shall pay all remaining death benefits attributable to Mr. Sanders' participation in the CEPP to Georgianna Sanders in the form of the 10-year certain and continuous monthly benefit, and her beneficiaries shall be, jointly, Georgianna Hervey, Charese Sailor, Charles Sanders, Jr., Jordan Sanders, Mary Jo Sanders, Talissa Sanders, Wayne Sanders and Mia Sanders to receive these continuous monthly benefits upon her death to the extent they are available under the CEPP, with an annuity starting date of September 1, 2015.
- B. That the CAP shall pay the death benefits attributable to Mr. Sanders' participation in the CAP as follows, in each case as a lump sum with an annuity starting date of May 1, 2016, and the amount stated below shall be subject to applicable tax withholding:
1. Eighty Thousand Dollars shall be paid to the Trust, as beneficiary, to further resolve the dispute between the Defendants in this cause;
 2. Six Thousand Dollars shall be paid to Defendant Georgianna Sanders, as beneficiary, as further resolution of the instant action;
 3. Payment of the remaining balance of the benefit attributable to Charles Sanders under the CAP shall be paid in nine equal shares

to, in each case as a beneficiary of the Plan: Georgianna Sanders, Georgianna Hervey, Charese Sailor, Charles Sanders, Jr., Jordan Sanders, Mary Jo Sanders, Talissa Sanders, Wayne Sanders and Mia Sanders, and, in each case, the beneficiary shall have the option to receive a cash payment directly or to roll over the distribution, pursuant to the applicable terms of the CAP.

- C. Payments pursuant to this Order extinguish the rights of any beneficiary (including defendants) in the benefits attributable to Charles Sanders under the CAP and CEPP.
- D. That Defendants, as well as their predecessors, successors, agents and assigns, have irrevocably released and discharged the Plans, the National Football League, the Detroit Lions, Inc., and any of their predecessors, successors, assigns, employee benefit plans, subsidiaries, affiliates, officers, directors, employees, agents or attorneys (“Released Parties”), from any and all claims, duties, debts, benefits, costs, causes of action, demands, obligations, liabilities, rights, damages, losses, expenses, attorneys’ fees or other relief of any kind or character, whether known or unknown, suspected or unsuspected, asserted or unasserted, whether at law or in equity, which they ever had, now have or may hereafter have with respect to

any benefits attributable to Mr. Sanders' participation in the Plans (except/or claims to the payments set forth in this Consent Judgment). This release shall become effective immediately upon entry of this Consent Judgment and is not contingent or dependent upon Defendants' compliance with the terms of this Consent Judgment. In no event shall any Released Party be responsible for any Defendant's failure to comply with the terms of this Consent Judgment or any other applicable law, rule or requirement.

- E. That this Court shall retain jurisdiction to enforce the terms of this Consent Judgment.
- F. That this Consent Judgment resolves all of the issues in this cause and, other than the enforcement of the terms of this Consent Judgment, the above captioned cause is dismissed without costs, including attorney fees, to any of the parties in this cause.

IT IS SO ORDERED this 8th day of June, 2016.

s/Robert H. Cleland
U.S. DISTRICT COURT JUDGE

The undersigned counsel
hereby stipulate to the entry
of this Consent Judgment:

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